

# EXHIBIT D

**LIMITED WAIVER AND FIRST AMENDMENT TO TERM LOAN CREDIT AGREEMENT**

This LIMITED WAIVER AND FIRST AMENDMENT TO TERM LOAN CREDIT AGREEMENT (this “Waiver and Amendment”), dated as of February 20, 2019 (the “First Amendment Effective Date”) is among MTE HOLDINGS LLC, a limited liability company organized under the laws of the State of Delaware (the “Company”); each of the Lenders party hereto; and RIVERSTONE CREDIT MANAGEMENT, LLC, as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the “Administrative Agent”).

**RECITALS**

A. The Company, the Administrative Agent and the Lenders are parties to that certain Term Loan Credit Agreement dated as of September 17, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the “Credit Agreement”), pursuant to which the Lenders have made certain credit available to and on behalf of the Company.

B. The Company has advised the Administrative Agent and the Lenders that (i) the Company was not in compliance with Section 6.7(a) and Section 6.7(b) of the Credit Agreement for the Fiscal Quarter ending September 30, 2018 (each a “Specified Ratio Non-Compliance”) and (ii) the Company and the other Group Members have begun drilling the wells identified on Schedule I hereto (the “New Wells”) and making Capital Expenditures associated with the drilling of such New Wells, in each case prior to the date hereof, and such drilling and Capital Expenditures were not in accordance with the APOD then in effect on the date of such drilling and such Capital Expenditures, which is not permitted by Section 5.13 and Section 6.20 of the Credit Agreement (the “APOD Non-Compliance”); and each such Specified Ratio Non-Compliance and such APOD Non-Compliance constitutes an Event of Default under Section 8.1(c) (collectively, the “Specified Defaults”).

C. The Company has requested that the Administrative Agent and the Lenders enter into this Waiver and Amendment to provide a limited waiver of the Specified Defaults (each such waiver, a “Specified Waiver”) and to approve a new APOD which is attached hereto as Schedule II (the “New APOD”), on the terms and conditions set forth herein, and the Company, the Administrative Agent and the Lenders have agreed, subject to the terms and conditions set forth herein, to provide such Specified Waivers and to amend certain provisions of the Credit Agreement as more fully set forth herein.

D. NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Each capitalized term which is defined in the Credit Agreement, but which is not defined in this Waiver and Amendment, shall have the meaning ascribed such term in the Credit Agreement. Unless otherwise indicated, all section, exhibit and schedule references in this Waiver and Amendment refer to sections, exhibits or schedules of the Credit Agreement.

Section 2. Amendments to Credit Agreement.

2.1 Amendment to Section 5.1. With effect from the date hereof Section 5.1 is hereby amended by adding a new clause (u) as follows:

(u) Monthly Lender Calls. Within thirty (30) days after the end of each calendar month, the Company shall host a monthly call with the Administrative Agent and the Lenders, at a time mutually agreed to by the Company, the Administrative Agent and the Requisite Lenders, to discuss the monthly financial statements delivered pursuant to Section 5.1(a) and the slides prepared by the Company, in the form of Exhibit N or such other form as shall be approved by the Administrative Agent, which slides shall be delivered by the Company to the Administrative Agent at least three (3) Business Days prior to such monthly call.

2.2 Amendment to Section 6.7(a). With effect from the date hereof Section 6.7(a) is hereby amended and restated in its entirety to read as follows:

(a) Leverage Ratio. Beginning with the Fiscal Quarter ending September 30, 2018, the Company shall not permit the Leverage Ratio as of the last day of any Fiscal Quarter to be greater than 4.75 to 1.00; *provided* that the Leverage Ratio shall not be tested for the Fiscal Quarter ending December 31, 2018.

2.3 Amendment to Section 6.7(b). With effect from the date hereof Section 6.7(b) is hereby amended and restated in its entirety to read as follows:

(b) Interest Coverage Ratio. Beginning with the Fiscal Quarter ending September 30, 2018, the Company shall not permit the Interest Coverage Ratio as of the last day of any Fiscal Quarter to be less than 2.00 to 1.00; *provided* that the Interest Coverage Ratio shall not be tested for the Fiscal Quarter ending December 31, 2018.

2.4 Exhibit N. With effect from the date hereof the Credit Agreement is amended by adding a new Exhibit N as set forth in Schedule III hereto.

Section 3. Limited Waiver.

3.1 In reliance on the representations, warranties, covenants and agreements contained in this Waiver and Amendment, and subject to the satisfaction of the conditions precedent set forth in Section 5 of this Waiver and Amendment, the Administrative Agent and Lenders party hereto hereby grant the Specified Waivers. The Administrative Agent and the Lenders do not waive any Default, Event of Default or other obligation of the Company other than the Specified Waivers as set forth in this Section 3. For the avoidance of doubt, the Company acknowledges and agrees that it shall be required to comply with (i) Section 6.7(a) and Section 6.7(b) of the Credit Agreement in accordance with the terms of the Credit Agreement (as amended hereby) for all periods other than the Fiscal Quarter ending September 30, 2018 and (ii) Section 5.13 and Section 6.20 of the Credit Agreement in accordance with the terms of the Credit Agreement.

3.2 The execution and delivery by the Administrative Agent and the Lenders of this Waiver and Amendment shall not be deemed to (i) except as expressly set forth herein, be a waiver, amendment or modification of any term or condition of the Credit Agreement or any other documents associated with the transactions contemplated therein, (ii) prejudice any right or remedies which the Administrative Agent or the Lenders may now have or may have in the future under or in connection with the Credit Agreement or any other Loan Document, or under applicable law or (iii) be an assurance or promise that waivers or consents will be granted in the future, whether for the matters herein stated or for other unrelated matters.

Section 4. APOD Approval. The Super-Majority Requisite Lenders hereby approve the New APOD, which New APOD shall remain effective until the six-month anniversary of the First Amendment Effective Date, at which point the Company shall submit a new APOD for approval in accordance with Section 5.13 of the Credit Agreement. For the avoidance of doubt, the foregoing approval of the New APOD shall automatically terminate and no longer be effective with no further action by the Administrative Agent or the Lenders on such six-month anniversary of the First Amendment Effective Date. Furthermore, to the extent that after the date hereof while the New APOD is in effect, the Company receives any information (including the Schlumberger economic evaluation that is pending as of the date hereof) that, in the reasonable and good faith determination of the Company, indicates that the production of any new wells described in the New APOD is materially worse than anticipated by the Company at the time the New APOD was prepared, the Company shall propose a replacement APOD in accordance with Section 5.13 of the Credit Agreement.

Section 5. Conditions Precedent to First Amendment Effective Date. The effectiveness of this Waiver and Amendment is subject to the following:

5.1 The Administrative Agent shall have received from the Company and the Requisite Lenders counterparts of this Waiver and Amendment signed on behalf of such Persons.

5.2 The Administrative Agent shall have received a copy of a fully executed amendment to the RBL Facility Credit Agreement dated as of the date hereof and effective among the RBL Facility Administrative Agent, the RBL Facility Lenders, and OpCo, which amendment shall include a waiver of the defaults caused by the Specified Ratio Non-Compliance under and pursuant to the RBL Facility Credit Agreement (the “RBL Facility Waiver and Amendment”).

The Administrative Agent shall notify the Company and the Lenders of the satisfaction of the conditions precedent set forth in this Section 5, and such notice shall be conclusive and binding. For purposes of determining compliance with the conditions specified in this Section 5, each Lender that has signed this Waiver and Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the proposed First Amendment Effective Date specifying its objection thereto and has notified the Company of the same.

Section 6. Upfront Fee and Fees and Expenses Generally. The Company shall pay (i) to the Administrative Agent for the account of each Lender party hereto an upfront fee equal to 0.75% of the principal amount of total Commitments (which, for the avoidance of doubt, are equal

to \$475,000,000.00), (ii) all other fees due and payable on or prior to the First Amendment Effective Date and (iii) to the extent invoiced in reasonable detail at least two (2) Business Days prior to the First Amendment Effective Date, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Company hereunder (including, without limitation, the reasonable and documented fees and expenses of Vinson & Elkins LLP, counsel to the Administrative Agent, pursuant to Section 10.2 of the Credit Agreement), in each case by the earlier of (A) the date falling fifteen Business Days after the First Amendment Effective Date and (B) the first Borrowing of a Loan following the First Amendment Effective Date; provided that, failure by the Company to pay any fees or expenses by the deadlines specified in this Section 6, shall constitute an immediate Event of Default under the Credit Agreement.

Section 7. Miscellaneous.

7.1 Confirmation. The provisions of the Credit Agreement (as amended by this Waiver and Amendment) shall remain in full force and effect in accordance with its terms following the effectiveness of this Waiver and Amendment.

7.2 Ratification and Affirmation; Representations and Warranties. The Company hereby: (a) acknowledges the terms of this Waiver and Amendment; (b) ratifies and affirms its obligations, and acknowledges, renews and extends its continued liability, under each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, as amended hereby (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law); (c) agrees that from and after the First Amendment Effective Date, each reference to the Credit Agreement in the Loan Documents shall be deemed to be a reference to the Credit Agreement, as amended by this Waiver and Amendment; and (d) represents and warrants to the Lenders that as of the date hereof, after giving effect to the terms of this Waiver and Amendment: (i) the representations and warranties set forth in each Loan Document are true and correct in all material respects (except for such representations and warranties that have a materiality or Material Adverse Effect qualification, which shall be true and correct in all respects, subject to such qualification as expressed therein), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects (except for such representations and warranties that have a materiality or Material Adverse Effect qualification, which shall be true and correct in all respects, subject to such qualification as expressed therein) as of such specified earlier date and (ii) no Default or Event of Default has occurred and is continuing.

7.3 Counterparts. This Waiver and Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Waiver and Amendment by fax, as an attachment to an email or other similar electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

7.4 **NO ORAL AGREEMENT. THIS WAIVER AND AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS EXECUTED IN**

**CONNECTION HEREWITH AND THEREWITH REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

**7.5 APPLICABLE LAW. THIS WAIVER AND AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. SECTION 10.15 AND SECTION 10.16 OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE.**

**7.6 Payment of Expenses. In accordance with Section 10.2 of the Credit Agreement, the Company agrees to pay or reimburse the Administrative Agent for its actual, reasonable, out-of-pocket expenses incurred in connection with this Waiver and Amendment, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the fees, charges and disbursements of counsel to the Administrative Agent.**

**7.7 Severability. Any provision of this Waiver and Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.**

**7.8 Successors and Assigns. This Waiver and Amendment shall be binding upon and inure to the benefit of the parties to the Credit Agreement and their respective successors and assigns permitted thereby.**

**7.9 Loan Document. This Waiver and Amendment is a “Loan Document” as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.**

*[Signatures begin next page.]*

IN WITNESS WHEREOF, the parties hereto have caused this Waiver and Amendment to be duly executed and delivered as of the date first above written.

**MTE HOLDINGS LLC**

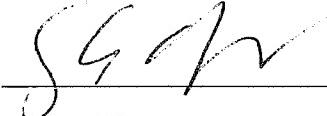
By:   
Name: Mark SIFFEN  
Title: AUTHORIZED SIGNATORY

**RIVERSTONE CREDIT MANAGEMENT,  
LLC, as Administrative Agent**

By:

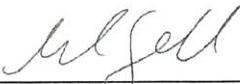
Name:

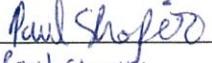
Title:

  
**Christopher A. Abbate**  
Managing Director

LENDERS:

CPPIB CREDIT INVESTMENTS III INC., as  
Lender

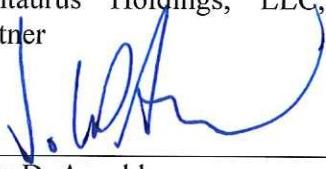
By:   
Name: Andrew Edgell  
Title: Authorized signatory

By:   
Name: Paul Shapero  
Title: Authorized Signatory

By:   
Name: Sharon Li  
Title: Authorized Signatory

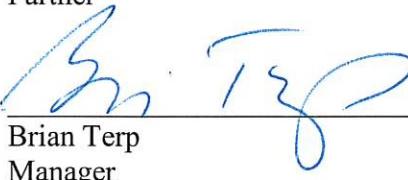
**CENTAURUS CAPITAL LP, as Lender**

By: Centaurus Holdings, LLC, its General  
Partner

By:   
Name: John D. Arnold  
Title: Manager of Centaurus Holdings, LLC

**NEW JUTLAND PARTNERS, LP, as Lender**

By: New Jutland Management, LLC, its General  
Partner

By:   
Name: Brian Terp  
Title: Manager

By: New Jutland Management, LLC, its  
General Partner

By:  
Name: Brian Terp  
Title: Manager

**FENWOOD ROAD CAPITAL PARTNERS, LP,**  
as Lender

By: Fenwood Road Management, LLC, its  
General Partner

By:   
Name: Timothy J. Detmering  
Title: Manager

**AG ENERGY FUNDING, LLC**, as Lender

By: Angelo, Gordon & Co., L.P., as its  
Manager

By:  
Name:  
Title:

**RIVERSTONE CREDIT PARTNERS I  
DIRECT, LP**, as Lender

By:  
Name:  
Title:

**RIVERSTONE CREDIT PARTNERS II  
DIRECT, LP**, as Lender

**AG ENERGY FUNDING, LLC, as Lender**

By: Angelo, Gordon & Co., L.P., as its Manager

By:

Name:

Title:



Todd Dittmann  
Authorized Person

RIVERSTONE CREDIT PARTNERS II  
DIRECT, LP, as Lender

By:

Name:

Title:



Christopher A. Abbate  
Managing Director

RIVERSTONE CREDIT PARTNERS I  
DIRECT, LP, as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



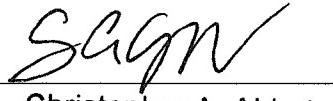
Christopher A. Abbate  
Managing Director

RIVERSTONE STRATEGIC CREDIT  
PARTNERS A-1 AIV, L.P., as Lender

By:

Name:

Title:



Christopher A. Abbate  
Managing Director

VÄRDE PARTNERS, INC., for each of the Lenders listed below solely in its capacity listed below:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Markus Speck  
Managing Director

**VÄRDE INVESTMENT PARTNERS, L.P.**

By Värde Investment Partners G.P., LLC, Its  
General Partner  
By Värde Partners, L.P., Its Managing Member  
By Värde Partners, Inc., Its General Partner

**VÄRDE INVESTMENT PARTNERS  
(OFFSHORE) MASTER, L.P.**

By Värde Investment Partners G.P., LLC, Its  
General Partner  
By Värde Partners, L.P., Its Managing Member  
By Värde Partners, Inc., Its General Partner

**THE VÄRDE FUND VI-A, L.P.**

By Värde Investment Partners G.P., LLC, Its  
General Partner  
By Värde Partners, L.P., Its Managing Member  
By Värde Partners, Inc., Its General Partner

**THE VÄRDE SKYWAY MASTER FUND, L.P.**

By The Värde Skyway Fund G.P., LLC, Its General  
Partner  
By Värde Partners, L.P., Its Managing Member  
By Värde Partners, Inc., Its General Partner

**THE VÄRDE FUND XII (MASTER), L.P.**

By The Värde Fund XII G.P., L.P., Its General  
Partner  
By The Värde Fund XII UGP, LLC, its  
General Partner  
By Värde Partners, L.P., Its Managing Member  
By Värde Partners, Inc., Its General Partner

**THE VÄRDE PRIVATE DEBT  
OPPORTUNITIES FUND (ONSHORE), L.P.**

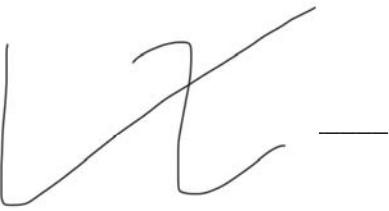
By: The Värde Private Debt Opportunities Fund GP,  
L.P., its General Partner  
By: Värde Partners, L.P., its General Partner  
By: Värde Partners, Inc., its General Partner

**MELODY BUSINESS FINANCE, LLC**, as  
Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Melody Business Finance, LLC". The signature is written in a cursive style with a large, sweeping "M" at the beginning.

**Schedule I**

**NEW WELLS**

(See attached)

**MDC ENERGY LLC**  
 Schedule I  
 February 17, 2018

Well Name	Spud Date	Completion Date	Targeted Zone	Lateral Length (ft.)	CapEx (\$ Estimate	Stages	Fluid Type	Total Fluids (bbls)	Fluids (gals/lat ft)	Proppant Type	Total Proppant (lbs)	Total Proppant	Proppant (lbs/lat ft)	Pump Rate (bpm)	Est. WI %	Net-CapEx
Copperhead 23 #4H	11/1/2018	1/5/2019	Wolfcamp A	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	65%	5,710,843
California Chrome 27 #10H	2/16/2019	3/5/2019	Wolfcamp B	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	101 mesh & 40/70 white	12,950,000	350,000	2,590	80	167%	5,886,563
California Chrome 27 #12H	3/3/2019	3/5/2019	Tbsg	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	102 mesh & 40/70 white	12,950,000	350,000	2,590	80	267%	5,886,564
California Chrome 27 #2H	2/1/2019	3/5/2019	Wolfcamp B	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	67%	5,886,562
Toyah B 21-22 #2H	2/15/2019	3/5/2019	Wolfcamp A	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	65%	6,305,000
War Admiral 24 #2H	1/1/2019	3/21/2019	TBSG	6,543	\$ 9,127,150	48	Slickwater	467,357	3,000	100 mesh & 40/70 white	18,156,825	375,000	2,775	80	68%	6,206,462
War Admiral 24 #3H	1/21/2019	3/21/2019	Wolfcamp A	6,400	\$ 8,991,200	47	Slickwater	457,143	3,000	100 mesh & 40/70 white	16,576,000	350,000	2,590	80	65%	5,844,280
Whirlaway 24 #2H	3/18/2019	4/15/2019	Wolfcamp A	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	70%	6,150,139
Whirlaway 24 #3H	4/7/2019	4/15/2019	Wolfcamp B	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	70%	6,150,139
Imperial Eagle 24 #3H	1/10/2019	4/25/2019	Wolfcamp A	7,461	\$ 9,683,935	55	Slickwater	532,929	3,000	100 mesh & 40/70 white	20,704,275	375,000	2,775	80	65%	6,294,558
Imperial Eagle 24 #4H	2/19/2019	4/25/2019	Tbsg	7,461	\$ 9,683,935	55	Slickwater	532,929	3,000	100 mesh & 40/70 white	20,704,275	375,000	2,775	80	65%	6,294,558
Imperial Eagle 24 #5H	3/2/2019	4/25/2019	Wolfcamp B	7,461	\$ 9,683,935	55	Slickwater	532,929	3,000	100 mesh & 40/70 white	20,704,275	375,000	2,775	80	65%	6,294,558
Imperial Eagle 24 #6H	3/22/2019	4/25/2019	Wolfcamp B	7,461	\$ 9,683,935	55	Slickwater	532,929	3,000	100 mesh & 40/70 white	20,704,275	375,000	2,775	80	65%	6,294,558
Whirlaway 24 #1H	1/30/2019	4/25/2019	Tbsg	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	70%	6,150,139
Delightful Dasher 11-3 #3H	4/27/2019	5/27/2019	Wolfcamp B	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	21,090,000	380,000	2,812	100	70%	6,790,000
Delightful Dasher 11-4 #4H	5/17/2019	5/27/2019	Tbsg	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	21,090,000	380,000	2,812	100	70%	6,790,000
Omaha 11-4 #4H	5/15/2019	5/27/2019	Wolfcamp B	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	59%	5,723,000
Omaha 11-5 #5H	4/16/2019	5/27/2019	Wolfcamp B	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	59%	5,723,000
Omaha 11-6 #6H	5/6/2019	5/27/2019	Wolfcamp B	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	70%	6,790,000
Rocket Wrangler 11 #2H	3/16/2019	6/25/2019	Wolfcamp B	7,562	\$ 9,751,388	56	Slickwater	540,143	3,000	100 mesh & 40/70 white	20,984,550	375,000	2,775	80	62%	6,045,861
Rocket Wrangler 11 #3H	4/5/2019	6/25/2019	Wolfcamp A	7,562	\$ 9,751,388	56	Slickwater	540,143	3,000	100 mesh & 40/70 white	20,984,550	375,000	2,775	80	62%	6,045,861
Rocket Wrangler 11 #4H	4/25/2019	6/25/2019	Wolfcamp B	7,562	\$ 9,751,388	56	Slickwater	540,143	3,000	100 mesh & 40/70 white	20,984,550	375,000	2,775	80	59%	5,753,319
Copperhead 23 #5H	5/26/2019	7/5/2019	Wolfcamp B	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	70%	6,150,139
Copperhead 23 #6H	6/15/2019	7/5/2019	Wolfcamp B	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	100	70%	6,150,139
Runaway Ghost 23 #3H	6/6/2019	7/5/2019	Wolfcamp B	8,110	\$ 9,950,000	60	Slickwater	579,286	3,000	100 mesh & 40/70 white	21,004,900	350,000	2,590	80	70%	6,965,000

**MDC ENERGY LLC**  
 Schedule I  
 February 17, 2018

Well Name	Spud Date	Completion Date	Targeted Zone	Lateral Length (ft.)	CapEx (\$) Estimate	Stages	Fluid Type	Total Fluids (bbls)	Fluids (gals/lat ft)	Proppant Type	Total Proppant (lbs)	Total Proppant	Proppant (lbs/lat ft)	Pump Rate (bpm)	Est. WI %	Net-CapEx
Runaway Ghost 23 #4H	6/26/2019	7/5/2019	Wolfcamp B	8,110	\$ 9,950,000	60	Slickwater	579,286	3,000	100 mesh & 40/70 white	21,004,900	350,000	2,590	80	64%	6,368,000
Coopers Dream #5H	6/20/2019	8/5/2019	Tbsg	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	100	100%	9,500,000
Coopers Dream #6H	7/10/2019	8/5/2019	Wolfcamp B	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	100	64%	6,080,000
Special Effort 18 #2H	7/5/2019	8/20/2019	Wolfcamp B	10,311	\$ 11,380,000	76	Slickwater	807,765	3,000	100 mesh & 40/70 white	28,614,385	375,000	3,000	80	64%	7,283,200
Special Effort 18 #3H	7/25/2019	8/20/2019	Wolfcamp B	10,311	\$ 11,380,000	76	Slickwater	807,765	3,000	100 mesh & 40/70 white	28,614,385	375,000	3,000	80	64%	7,283,200
A Classic Dash 18 #2H	7/16/2019	9/5/2019	Wolfcamp B	10,000	\$ 11,380,000	74	Slickwater	478,571	3,000	100 mesh & 40/70 white	17,353,000	350,000	2,590	80	64%	7,283,200
A Classic Dash 18 #3H	8/5/2019	9/5/2019	Wolfcamp B	10,000	\$ 11,380,000	74	Slickwater	478,571	3,000	100 mesh & 40/70 white	17,353,000	350,000	2,590	100	64%	7,283,200
Easy Jet 18 #1H	7/30/2019	10/5/2019	Wolfcamp B	10,311	\$ 11,380,000	76	Slickwater	807,765	3,000	100 mesh & 40/70 white	28,614,385	375,000	3,000	80	64%	7,283,200
Easy Jet 18 #2H	8/19/2019	10/5/2019	Wolfcamp B	10,311	\$ 11,380,000	76	Slickwater	807,765	3,000	100 mesh & 40/70 white	28,614,385	375,000	3,000	80	65%	7,397,000
Easy Jet 18 #3H	8/14/2019	10/5/2019	Wolfcamp B	10,311	\$ 11,380,000	76	Slickwater	807,765	3,000	100 mesh & 40/70 white	28,614,385	375,000	3,000	80	64%	7,283,200

**Schedule II**

**NEW APOD**

(See attached)

**MDC ENERGY LLC**  
 Schedule 5.13 APOD  
 February 17, 2018

Well Name	Spud Date	Completion Date	Targeted Zone	Lateral Length (ft.)	CapEx (\$ Estimate	Stages	Fluid Type	Total Fluids (bbls)	Fluids (gals/lat ft)	Proppant Type	Total Proppant (lbs)	Total Proppant	Proppant (lbs/lat ft)	Pump Rate (bpm)	Est. WI %	Net-CapEx
Eastex 6 #1H	2/14/2018	4/12/2018	Wolfcamp A	8,072	\$ 9,950,000	60	Slickwater	576,571	3,000	100 mesh & 40/70 white	22,399,800	375,000	2,775	80	68%	6,766,000
Imperial Eagle 24 #1H	3/19/2018	6/10/2018	Wolfcamp A	7,461	\$ 9,683,935	55	Slickwater	532,929	3,000	100 mesh & 40/70 white	20,704,275	375,000	2,775	80	64%	6,197,718
California Chrome 27 #1H	5/11/2018	6/19/2018	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	67%	5,886,562
Gallant Fox 9 #1H	6/12/2018	7/12/2018	Wolfcamp A	4,500	\$ 8,245,225	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	12,487,500	375,000	2,775	80	75%	6,183,919
Runaway Ghost 23 #1HM	7/20/2018	9/10/2018	Wolfcamp A	8,110	\$ 9,950,000	60	Slickwater	579,286	3,000	100 mesh & 40/70 white	21,004,900	350,000	2,590	80	69%	6,865,500
Delightful Dasher 11-2 #2HM	7/22/2018	9/12/2018	Wolfcamp B	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	21,090,000	380,000	2,812	100	62%	6,014,000
Omaha 11-2 #2HM	6/10/2018	9/12/2018	Wolfcamp A	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	62%	6,014,000
Omaha 11-3 #3H	7/1/2018	9/12/2018	Wolfcamp A	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	62%	6,014,000
Rocket Wrangler 11 #1H	4/11/2018	9/20/2018	Wolfcamp A	7,562	\$ 9,751,388	56	Slickwater	540,143	3,000	100 mesh & 40/70 white	20,984,550	375,000	2,775	80	62%	6,045,861
A Classic Dash 18 #1HM	8/10/2018	10/16/2018	Wolfcamp A	10,000	\$ 11,380,000	74	Slickwater	714,286	3,000	100 mesh & 40/70 white	27,750,000	375,000	2,775	80	60%	6,828,000
Special Effort 18 #1H (aka Yucca #7H)	8/25/2018	10/16/2018	Wolfcamp A	10,311	\$ 11,380,000	76	Slickwater	807,765	3,000	100 mesh & 40/70 white	28,614,385	375,000	3,000	80	65%	7,397,000
Sir Barton 24 #1H	9/10/2018	11/8/2018	Wolfcamp A	4,500	\$ 8,347,350	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	12,487,500	375,000	2,775	80	64%	5,342,304
Smarty Jones 26 #5H	7/1/2018	11/8/2018	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	70%	6,150,139
Smarty Jones 26 #6H	7/20/2018	11/8/2018	Bnsg	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	14,060,000	380,000	2,812	80	70%	6,150,139
Smarty Jones 26 #7H	8/1/2018	11/8/2018	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	70%	6,150,139
Whirlaway 24 #4HM	9/26/2018	11/8/2018	Wolfcamp A	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	64%	6,208,000
State California Chrome 27 #3H	8/14/2018	11/27/2018	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	67%	5,886,562
California Chrome 27 #4H	9/4/2018	11/29/2018	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	67%	5,886,562
California Chrome 27 #5H	9/24/2018	11/29/2018	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	67%	5,886,562
California Chrome 27 #6H	10/14/2018	11/29/2018	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	67%	5,886,562
State California Chrome 27 #7H	8/10/2018	12/1/2018	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	67%	5,886,562
State California Chrome 27 #8H	8/30/2018	12/1/2018	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	67%	5,886,562
State California Chrome 27 #9H	9/14/2018	12/1/2018	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	67%	5,886,562
Pickpocket 21 #2H	8/10/2018	12/3/2018	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	78%	6,853,012
Pickpocket 21 #3H	8/20/2018	12/3/2018	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	14,060,000	380,000	2,812	100	78%	6,853,012

**MDC ENERGY LLC**  
 Schedule 5.13 APOD  
 February 17, 2018

Well Name	Spud Date	Completion Date	Targeted Zone	Lateral Length (ft.)	CapEx (\$ Estimate	Stages	Fluid Type	Total Fluids (bbls)	Fluids (gals/lat ft)	Proppant Type	Total Proppant (lbs)	Total Proppant	Proppant (lbs/lat ft)	Pump Rate (bpm)	Est. WI %	Net-CapEx
Pickpocket 21 #4H	9/10/2018	12/3/2018	Wolfcamp B	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	78%	6,853,012
American Pharaoh #2H	11/9/2018	12/11/2018	Wolfcamp A	7,621	\$ 9,841,805	56	Slickwater	544,357	3,000	100 mesh & 40/70 white	21,148,275	375,000	2,775	80	64%	6,298,755
Seattle Slew 17 #1H	12/2/2018	12/26/2018	Wolfcamp A	10,000	\$ 11,380,000	74	Slickwater	714,286	3,000	100 mesh & 40/70 white	25,900,000	350,000	2,590	80	64%	7,283,200
Copperhead 23 #2H	11/20/2018	1/5/2019	Wolfcamp A	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	65%	5,710,843
Copperhead 23 #4H	11/1/2018	1/5/2019	Wolfcamp A	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	65%	5,710,843
Coopers Dream #2H	11/10/2018	1/15/2019	Wolfcamp A	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	65%	6,175,000
Coopers Dream #3H	11/30/2018	1/15/2019	Wolfcamp A	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	65%	5,710,843
Coopers Dream #4H	12/20/2018	1/15/2019	Wolfcamp A	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	65%	5,710,843
Repent 23 #1H	11/1/2018	1/15/2019	Wolfcamp A	8,110	\$ 9,950,000	60	Slickwater	579,286	3,000	100 mesh & 40/70 white	21,004,900	350,000	2,590	80	65%	6,467,500
Runaway Ghost 23 #2H	11/20/2018	1/15/2019	Wolfcamp A	8,110	\$ 9,950,000	60	Slickwater	579,286	3,000	100 mesh & 40/70 white	21,004,900	350,000	2,590	80	65%	6,467,500
Affirmed 6 #3H	12/20/2018	2/15/2019	Wolfcamp A	6,700	\$ 9,100,000	50	Slickwater	478,571	3,000	100 mesh & 40/70 white	17,353,000	350,000	2,590	80	68%	6,188,000
Affirmed 6 #5H	1/10/2019	2/15/2019	Wolfcamp A	6,700	\$ 9,100,000	50	Slickwater	478,571	3,000	100 mesh & 40/70 white	17,353,000	350,000	2,590	100	68%	6,188,000
Affirmed 6 #7H	2/1/2019	2/15/2019	Wolfcamp B	6,700	\$ 9,100,000	50	Slickwater	478,571	3,000	100 mesh & 40/70 white	17,353,000	350,000	2,590	100	65%	5,915,000
California Chrome 27 #10H	2/16/2019	3/5/2019	Wolfcamp B	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	101 mesh & 40/70 white	12,950,000	350,000	2,590	80	167%	5,886,563
California Chrome 27 #12H	3/3/2019	3/5/2019	Tbsg	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	102 mesh & 40/70 white	12,950,000	350,000	2,590	80	267%	5,886,564
California Chrome 27 #2H	2/1/2019	3/5/2019	Wolfcamp B	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	67%	5,886,562
Toyah B #2H	12/20/2018	3/5/2019	Wolfcamp A	6,700	\$ 9,100,000	50	Slickwater	478,571	3,000	100 mesh & 40/70 white	17,353,000	350,000	2,590	100	65%	5,915,000
Toyah B 21-22 #2H	2/15/2019	3/5/2019	Wolfcamp A	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	65%	6,305,000
War Admiral 24 #4H	11/8/2018	3/15/2019	Wolfcamp B	6,543	\$ 9,127,150	48	Slickwater	467,357	3,000	100 mesh & 40/70 white	18,156,825	375,000	2,775	80	68%	6,206,462
War Admiral 24 #5H	11/28/2018	3/15/2019	Wolfcamp B	6,543	\$ 9,127,150	48	Slickwater	467,357	3,001	101 mesh & 40/70 white	18,156,873	375,001	2,775	81	168%	15,333,612
War Admiral 24 #6H	12/23/2018	3/15/2019	Wolfcamp B	6,543	\$ 9,127,150	48	Slickwater	467,357	3,002	102 mesh & 40/70 white	18,156,922	375,002	2,775	82	268%	24,460,762
Imperial Eagle 24 #2H	2/10/2019	3/21/2019	Wolfcamp B	7,461	\$ 9,683,935	55	Slickwater	532,929	3,000	100 mesh & 40/70 white	20,704,275	375,000	2,775	80	65%	6,294,558
War Admiral 24 #2H	1/1/2019	3/21/2019	TBSG	6,543	\$ 9,127,150	48	Slickwater	467,357	3,000	100 mesh & 40/70 white	18,156,825	375,000	2,775	80	68%	6,206,462
War Admiral 24 #3H	1/21/2019	3/21/2019	Wolfcamp A	6,400	\$ 8,991,200	47	Slickwater	457,143	3,000	100 mesh & 40/70 white	16,576,000	350,000	2,590	80	65%	5,844,280
Whirlaway 24 #2H	3/18/2019	4/15/2019	Wolfcamp A	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	70%	6,150,139

**MDC ENERGY LLC**  
 Schedule 5.13 APOD  
 February 17, 2018

Well Name	Spud Date	Completion Date	Targeted Zone	Lateral Length (ft.)	CapEx (\$) Estimate	Stages	Fluid Type	Total Fluids (bbls)	Fluids (gals/lat ft)	Proppant Type	Total Proppant (lbs)	Total Proppant	Proppant (lbs/lat ft)	Pump Rate (bpm)	Est. WI %	Net-CapEx
Whirlaway 24 #3H	4/7/2019	4/15/2019	Wolfcamp B	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	70%	6,150,139
Imperial Eagle 24 #3H	1/10/2019	4/25/2019	Wolfcamp A	7,461	\$ 9,683,935	55	Slickwater	532,929	3,000	100 mesh & 40/70 white	20,704,275	375,000	2,775	80	65%	6,294,558
Imperial Eagle 24 #4H	2/19/2019	4/25/2019	Tbsg	7,461	\$ 9,683,935	55	Slickwater	532,929	3,000	100 mesh & 40/70 white	20,704,275	375,000	2,775	80	65%	6,294,558
Imperial Eagle 24 #5H	3/2/2019	4/25/2019	Wolfcamp B	7,461	\$ 9,683,935	55	Slickwater	532,929	3,000	100 mesh & 40/70 white	20,704,275	375,000	2,775	80	65%	6,294,558
Imperial Eagle 24 #6H	3/22/2019	4/25/2019	Wolfcamp B	7,461	\$ 9,683,935	55	Slickwater	532,929	3,000	100 mesh & 40/70 white	20,704,275	375,000	2,775	80	65%	6,294,558
Whirlaway 24 #1H	1/30/2019	4/25/2019	Tbsg	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	70%	6,150,139
Count Fleet 11 #5H	3/7/2019	5/15/2019	Wolfcamp B	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	21,090,000	380,000	2,812	100	62%	5,890,000
Count Fleet 11 #6H	3/27/2019	5/15/2019	Wolfcamp A	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	21,090,000	380,000	2,812	100	62%	5,890,000
Delightful Dasher 11-3 #3H	4/27/2019	5/27/2019	Wolfcamp B	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	21,090,000	380,000	2,812	100	70%	6,790,000
Delightful Dasher 11-4 #4H	5/17/2019	5/27/2019	Tbsg	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	21,090,000	380,000	2,812	100	70%	6,790,000
Omaha 11-4 #4H	5/15/2019	5/27/2019	Wolfcamp B	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	59%	5,723,000
Omaha 11-5 #5H	4/16/2019	5/27/2019	Wolfcamp B	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	59%	5,723,000
Omaha 11-6 #6H	5/6/2019	5/27/2019	Wolfcamp B	7,500	\$ 9,700,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	70%	6,790,000
Count Fleet 11 #1H	4/11/2019	6/3/2019	Tbsg	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	21,090,000	380,000	2,812	100	59%	5,605,000
Count Fleet 11 #3H	4/26/2019	6/3/2019	Wolfcamp B	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	21,090,000	380,000	2,812	100	59%	5,605,000
Count Fleet 11 #4H	5/11/2019	6/3/2019	Wolfcamp B	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	80	70%	6,650,000
Rocket Wrangler 11 #2H	3/16/2019	6/25/2019	Wolfcamp B	7,562	\$ 9,751,388	56	Slickwater	540,143	3,000	100 mesh & 40/70 white	20,984,550	375,000	2,775	80	62%	6,045,861
Rocket Wrangler 11 #3H	4/5/2019	6/25/2019	Wolfcamp A	7,562	\$ 9,751,388	56	Slickwater	540,143	3,000	100 mesh & 40/70 white	20,984,550	375,000	2,775	80	62%	6,045,861
Rocket Wrangler 11 #4H	4/25/2019	6/25/2019	Wolfcamp B	7,562	\$ 9,751,388	56	Slickwater	540,143	3,000	100 mesh & 40/70 white	20,984,550	375,000	2,775	80	59%	5,753,319
Copperhead 23 #5H	5/26/2019	7/5/2019	Wolfcamp B	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	80	70%	6,150,139
Copperhead 23 #6H	6/15/2019	7/5/2019	Wolfcamp B	4,500	\$ 8,785,913	33	Slickwater	321,429	3,000	100 mesh & 40/70 white	11,655,000	350,000	2,590	100	70%	6,150,139
Runaway Ghost 23 #3H	6/6/2019	7/5/2019	Wolfcamp B	8,110	\$ 9,950,000	60	Slickwater	579,286	3,000	100 mesh & 40/70 white	21,004,900	350,000	2,590	80	70%	6,965,000
Runaway Ghost 23 #4H	6/26/2019	7/5/2019	Wolfcamp B	8,110	\$ 9,950,000	60	Slickwater	579,286	3,000	100 mesh & 40/70 white	21,004,900	350,000	2,590	80	64%	6,368,000
Alysheba #1H	6/9/2019	8/5/2019	Wolfcamp B	10,000	\$ 11,380,000	74	Slickwater	478,571	3,000	100 mesh & 40/70 white	17,353,000	350,000	2,590	80	70%	7,966,000
Alysheba #2H	6/29/2019	8/5/2019	Wolfcamp B	10,000	\$ 11,380,000	74	Slickwater	478,571	3,000	100 mesh & 40/70 white	17,353,000	350,000	2,590	80	64%	7,283,200

**MDC ENERGY LLC**  
 Schedule 5.13 APOD  
 February 17, 2018

Well Name	Spud Date	Completion Date	Targeted Zone	Lateral Length (ft.)	CapEx (\$ Estimate	Stages	Fluid Type	Total Fluids (bbls)	Fluids (gals/lat ft)	Proppant Type	Total Proppant (lbs)	Total Proppant	Proppant (lbs/lat ft)	Pump Rate (bpm)	Est. WI %	Net-CapEx
Coopers Dream #1H	5/31/2019	8/5/2019	Wolfcamp B	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	100	70%	6,650,000
Coopers Dream #5H	6/20/2019	8/5/2019	Tbsg	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	100	100%	9,500,000
Coopers Dream #6H	7/10/2019	8/5/2019	Wolfcamp B	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	100	64%	6,080,000
Special Effort 18 #2H	7/5/2019	8/20/2019	Wolfcamp B	10,311	\$ 11,380,000	76	Slickwater	807,765	3,000	100 mesh & 40/70 white	28,614,385	375,000	3,000	80	64%	7,283,200
Special Effort 18 #3H	7/25/2019	8/20/2019	Wolfcamp B	10,311	\$ 11,380,000	76	Slickwater	807,765	3,000	100 mesh & 40/70 white	28,614,385	375,000	3,000	80	64%	7,283,200
A Classic Dash 18 #2H	7/16/2019	9/5/2019	Wolfcamp B	10,000	\$ 11,380,000	74	Slickwater	478,571	3,000	100 mesh & 40/70 white	17,353,000	350,000	2,590	80	64%	7,283,200
A Classic Dash 18 #3H	8/5/2019	9/5/2019	Wolfcamp B	10,000	\$ 11,380,000	74	Slickwater	478,571	3,000	100 mesh & 40/70 white	17,353,000	350,000	2,590	100	64%	7,283,200
Smarty Jones 26 #2H	7/9/2019	10/10/2019	Tbsg	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	64%	5,622,984
Smarty Jones 26 #3H	7/29/2019	10/10/2019	Wolfcamp A	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	14,060,000	380,000	2,812	80	64%	5,622,984
Smarty Jones 26 #4H	8/18/2019	10/10/2019	Wolfcamp B	5,000	\$ 8,785,913	37	Slickwater	357,143	3,000	100 mesh & 40/70 white	12,950,000	350,000	2,590	80	65%	5,710,843
Easy Jet 18 #1H	7/30/2019	10/5/2019	Wolfcamp B	10,311	\$ 11,380,000	76	Slickwater	807,765	3,000	100 mesh & 40/70 white	28,614,385	375,000	3,000	80	64%	7,283,200
Easy Jet 18 #2H	8/19/2019	10/5/2019	Wolfcamp B	10,311	\$ 11,380,000	76	Slickwater	807,765	3,000	100 mesh & 40/70 white	28,614,385	375,000	3,000	80	65%	7,397,000
Easy Jet 18 #3H	8/14/2019	10/5/2019	Wolfcamp B	10,311	\$ 11,380,000	76	Slickwater	807,765	3,000	100 mesh & 40/70 white	28,614,385	375,000	3,000	80	64%	7,283,200
Russell Reserve #1H (Affirmed 82-8 #1H)	3/1/2019	4/1/2019	Wolfcamp B	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	100	64%	6,080,000
Affirmed 82-1 #2H	5/20/2019	7/31/2019	Wolfcamp B	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	100	64%	6,080,000
Affirmed 82-1 #3H	6/7/2019	7/31/2019	Wolfcamp B	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	100	64%	6,080,000
Affirmed 82-1 #4H	6/27/2019	7/31/2019	Wolfcamp B	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	100	64%	6,080,000
Affirmed 82-1 #5H	7/15/2019	7/31/2019	Wolfcamp B	7,500	\$ 9,500,000	56	Slickwater	535,714	3,000	100 mesh & 40/70 white	19,425,000	350,000	2,590	100	64%	6,080,000

**Schedule III**

**EXHIBIT N**

**FORM OF SLIDES FOR MONTHLY LENDER CALL**

(See attached)





All information herein is confidential  
and for discussion purposes only

### Production Increase 4X in 4 Months

- Oil production up 422% (Sep.1-Jan.5)
- Gas production up 152% (Sep.1-Jan.5)
- Boe production up 280% (Sep.1-Jan.5)
- Low GOR wells 15% above TC on average

### Liquidity

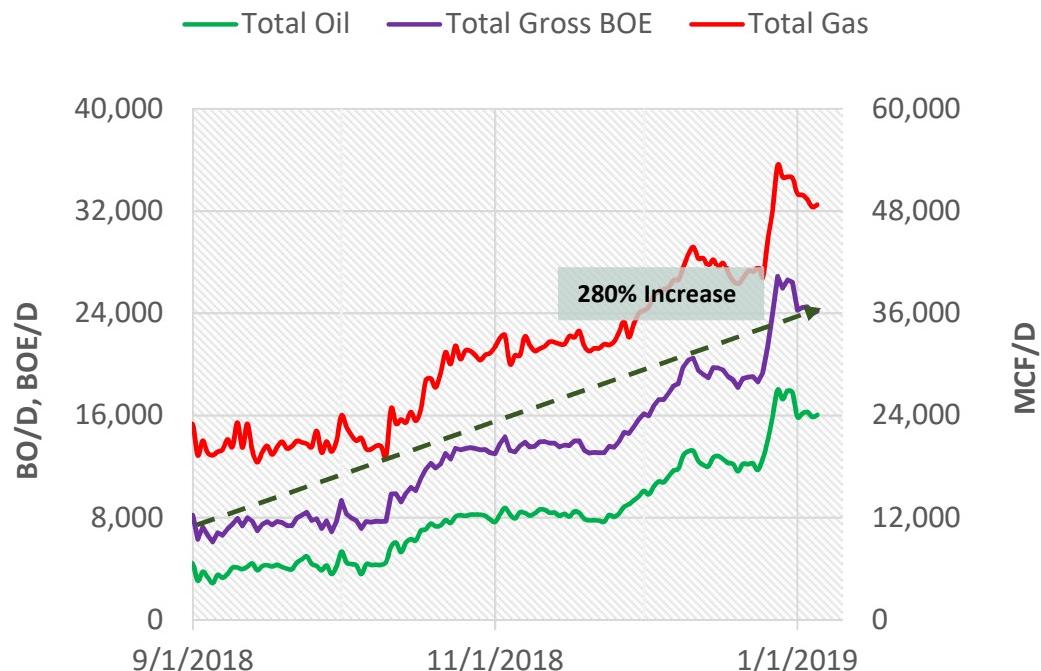
- Current Cash on hand: \$12MM
- Debt Outstanding: \$334MM
  - Holdco: \$290MM
  - RBL: \$44MM
- Planned 1Q-19 Draws:
  - \$20MM Holdco
  - \$44MM Opcos

### Current Operations

- Drilling 13 wells
- Completing 10 Wells

### Acreage

- Current: 10,900 net acres (post AMI)
- Agreed to terms: 300 net acres
- Evaluating: 640 net acres



Actual Drilling vs. APOD	Sep-18	Oct-18	Nov-18	Dec-18	TOTAL
APOD Well Completions	9	1	5	8	23
Actual Well Completions	0	5	4	7	16
Capex Budget \$000s	\$40,259	\$32,923	\$40,766	\$30,139	\$144,088
Capex Actuals \$000s	\$14,400	\$35,329	\$42,188		\$91,917
Actuals vs. Budget	(\$25,859)	\$2,406	\$1,421	(\$30,139)	(\$52,172)



All information herein is confidential  
and for discussion purposes only

## MDC Monthly Production Summary

### Gross Production

	Column Labels				2018 Total	2019	2019 Total	Grand Total
	2018		2019					
	Sep	Oct	Nov	Dec	Jan			
<b>Sum of Total Oil</b>	<b>120,322</b>	<b>196,389</b>	<b>250,158</b>	<b>398,922</b>	<b>965,791</b>	<b>430,492</b>	<b>430,492</b>	<b>1,396,283</b>
<b>Sum of Total Gas</b>	<b>616,075</b>	<b>802,277</b>	<b>980,069</b>	<b>1,329,934</b>	<b>3,728,355</b>	<b>1,415,646</b>	<b>1,415,646</b>	<b>5,144,001</b>
<b>Sum of Total Boe</b>	<b>223,001</b>	<b>330,102</b>	<b>413,503</b>	<b>620,578</b>	<b>1,587,184</b>	<b>666,433</b>	<b>666,433</b>	<b>2,253,616</b>
<b>Gross Boe/d</b>	<b>7,433</b>	<b>10,648</b>	<b>13,783</b>	<b>20,019</b>	<b>13,010</b>	<b>21,498</b>	<b>21,498</b>	<b>14,730</b>

### Net Production

	Column Labels				2018 Total	2019	2019 Total	Grand Total
	2018		2019					
	Sep	Oct	Nov	Dec	Jan			
<b>Sum of Total Oil</b>	<b>60,766</b>	<b>97,464</b>	<b>123,246</b>	<b>191,175</b>	<b>472,651</b>	<b>211,881</b>	<b>211,881</b>	<b>684,532</b>
<b>Sum of Total Gas</b>	<b>296,255</b>	<b>386,608</b>	<b>473,916</b>	<b>631,579</b>	<b>1,788,359</b>	<b>690,246</b>	<b>690,246</b>	<b>2,478,604</b>
<b>Sum of Total Boe</b>	<b>110,142</b>	<b>161,899</b>	<b>202,232</b>	<b>296,438</b>	<b>770,711</b>	<b>326,922</b>	<b>326,922</b>	<b>1,097,633</b>
<b>Net Boe/d</b>	<b>3,671</b>	<b>5,223</b>	<b>6,741</b>	<b>9,563</b>	<b>6,317</b>	<b>10,546</b>	<b>10,546</b>	<b>7,174</b>
<i>Average NRI</i>	<i>0.4809</i>	<i>0.4819</i>	<i>0.4836</i>	<i>0.4749</i>	<i>0.4797</i>	<i>0.4876</i>	<i>0.4876</i>	<i>0.4818</i>

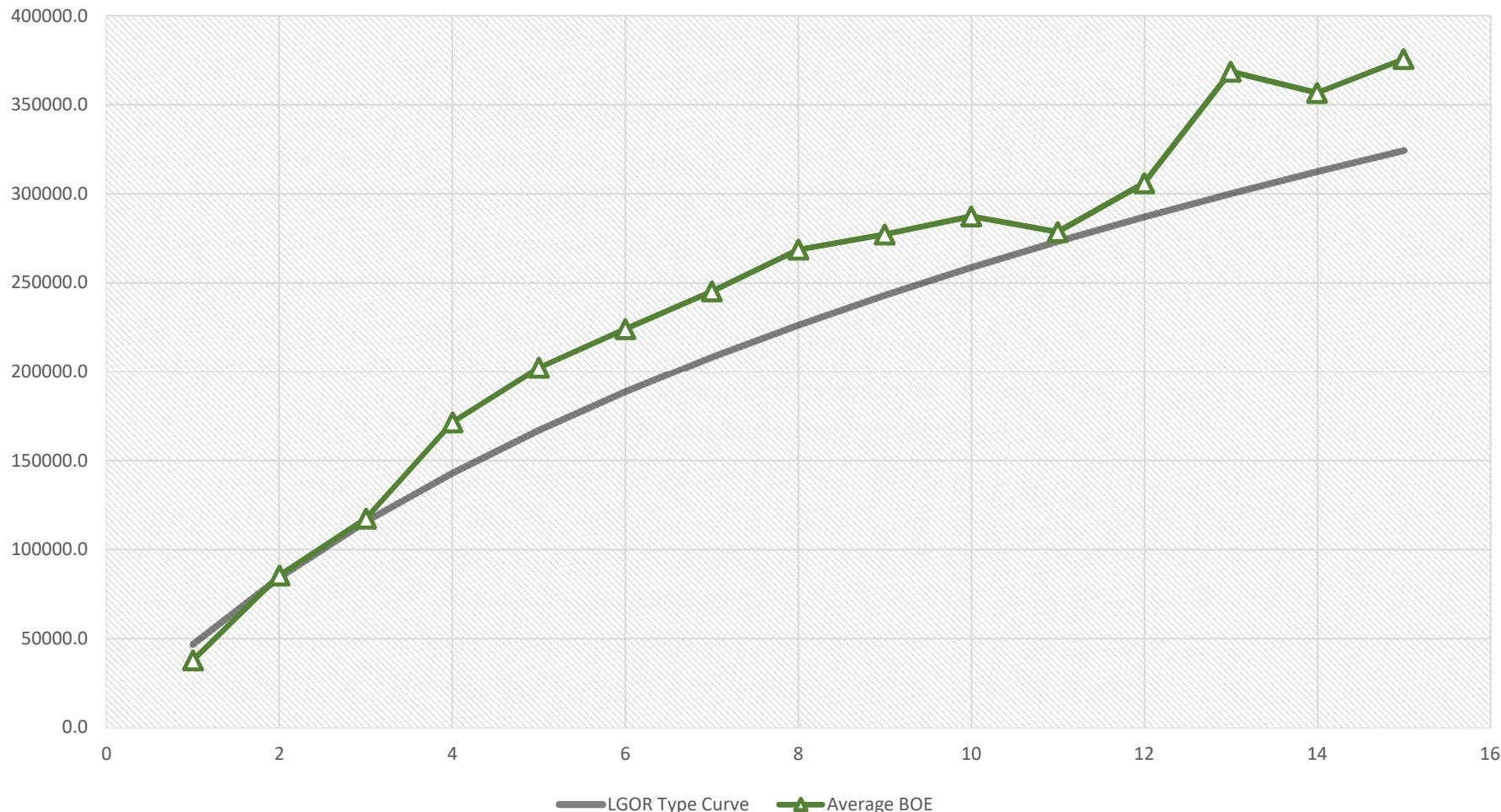


All information herein is confidential  
and for discussion purposes only

## MDC Low GOR Well Performance Exceeds Type Curve by 15%

### October 2017 through November 2018

Low GOR Actual Average vs Low GOR Type Curve

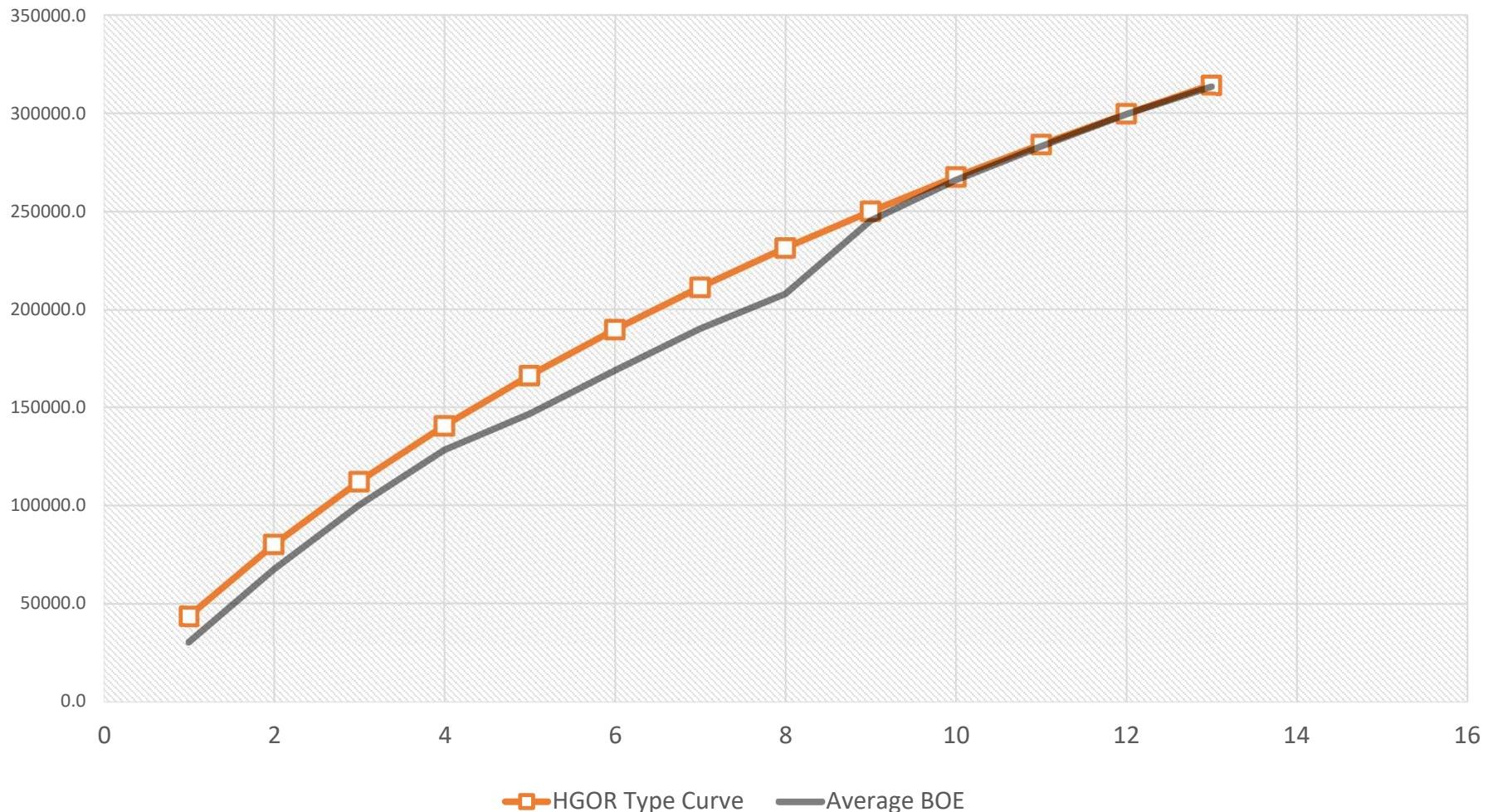




All information herein is confidential  
and for discussion purposes only

## MDC High GOR Well Performance Matches Type Curve October 2017 through November 2018

High GOR Actual Average vs High GOR Type Curve





All information herein is confidential  
and for discussion purposes only

## MDC Drilling Operations – Current Activity

### Drilling – 13 wells in progress

Affirmed 3 Well Pad  
California Chrome 3 Well Pad  
Count Fleet 3 Well Pad  
War Admiral 3 Well Pad  
Toyah B 2H Single Well (HBP 640 Acres, High GOR Area)

### Completions – 10 wells in progress

Copperhead Area: 7 Wells – completed by mid-February 2019  
Seattle Slew: 1 Well – completed by mid-January 2019  
Pickpocket Area: 3 Wells – completed by mid-January 2019



All information herein is confidential  
and for discussion purposes only

## MDC QUARTERLY FORECAST

(\$000s)	9 mos. Ended		3 mos. Ended				FYE	
	12/31/18	2018	3/31/19	6/30/19	9/30/19	12/31/19	2019	3/31/20
# wells <sup>(1)</sup>	59	59	80	80	89	103	103	119
<b>Production</b>								
Net Oil (Bbl)	350,838	965,240	807,322	976,365	1,248,421	1,505,601	4,537,709	1,340,900
Net NGL (Bbl)	114,061	171,219	212,182	302,414	401,003	484,947	1,400,546	467,025
Net Gas (McF)	624,320	2,289,575	1,161,389	1,655,280	2,194,912	2,654,382	7,665,963	2,556,287
Total Production (Boe)	568,953	1,518,055	1,213,069	1,554,659	2,015,243	2,432,945	7,215,915	2,233,973
Average Daily Production (MBoe/d)	6.2	5.5	13.5	17.1	21.9	26.4	19.8	24.5
Growth	31%		118%	27%	28%	21%	258%	-7%
<b>Realized Prices</b>								
Oil (\$/Bbl)	\$48.80	\$54.38	\$39.59	\$42.63	\$43.68	\$44.25	\$42.54	\$44.63
NGL (\$/Bbl)	\$15.64	\$21.13	\$12.76	\$13.69	\$14.00	\$14.18	\$13.66	\$14.29
Natural Gas (\$/McF)	\$1.88	\$2.89	\$1.99	\$1.62	\$1.67	\$1.76	\$1.76	\$1.91
<b>Revenue</b>								
Total Revenue	\$20,082	\$60,907	\$38,639	\$49,155	\$64,446	\$79,280	\$231,520	\$72,666
<b>Expenses</b>								
Lease Operating Expense & Prod. Taxes	\$7,274	\$20,835	\$15,135	\$19,900	\$26,164	\$31,127	\$92,326	\$29,082
General & Administrative	750	1,728	750	750	750	750	3,000	750
<b>EBITDA</b>	<b>\$12,057</b>	<b>\$38,344</b>	<b>\$22,754</b>	<b>\$28,505</b>	<b>\$37,532</b>	<b>\$47,403</b>	<b>\$136,195</b>	<b>\$42,834</b>
Capital Expenditures	\$113,963	\$177,820	\$110,361	\$120,727	\$107,935	\$85,230	\$424,253	\$0
Free Cash Flow	(\$112,028)	(\$155,252)	(\$99,223)	(\$104,711)	(\$83,966)	(\$53,242)	(\$341,142)	\$27,419
<b>Credit Facility</b>								
Beginning Balance	\$249,000	-	\$334,000	\$398,000	\$523,000	\$615,000	\$334,000	\$615,000
Borrowings (excl. OID)	85,000	369,000	108,000	125,000	92,000	94,435	419,435	-
Beginning Balance - Holdco Note	240,000	-	290,000	310,000	435,000	475,000	290,000	475,000
Borrowings - Holdco Note	50,000	290,000	20,000	125,000	40,000	-	185,000	-
Beginning Balance - RBL	9,000	-	44,000	88,000	88,000	140,000	44,000	140,000
Borrowings - RBL	35,000	44,000	44,000	-	52,000	-	96,000	-
Ending Balance	334,000	\$334,000	398,000	523,000	615,000	615,000	\$615,000	587,581
Apollo Term Loan	-	-	-	-	-	-	-	-
HoldCo Note	\$290,000	\$290,000	\$310,000	\$435,000	\$475,000	\$475,000	\$475,000	\$447,581
Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RBL	\$44,000	\$44,000	\$88,000	\$88,000	\$140,000	\$140,000	\$140,000	\$140,000
<b>Cash Balance</b>	<b>(\$77,292)</b>	<b>(\$77,292)</b>	<b>(\$68,515)</b>	<b>(\$48,227)</b>	<b>(\$40,193)</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>Covenant Analysis</b>								
Total Debt - RBL	44,000	44,000	88,000	88,000	140,000	140,000	\$140,000	140,000
<b>EBITDA (annualized as of 6/30/18)</b>	<b>48,229</b>	<b>48,229</b>	<b>91,016</b>	<b>114,019</b>	<b>150,130</b>	<b>189,613</b>	<b>189,613</b>	<b>171,336</b>
Interest Expense (incl HoldCo interest)	21,462	21,462	29,796	34,836	47,791	53,084	53,084	59,192
<b>Interest Coverage Ratio (incl HoldCo interest)</b>	<b>2.25x</b>	<b>2.25x</b>	<b>3.05x</b>	<b>3.27x</b>	<b>3.14x</b>	<b>3.57x</b>	<b>3.57x</b>	<b>2.89x</b>
Minimum	2.0x	2.0x	2.0x	2.0x	2.0x	2.0x	2.0x	2.0x
<b>Total Leverage Ratio - RBL</b>	<b>0.91x</b>	<b>0.91x</b>	<b>0.97x</b>	<b>0.77x</b>	<b>0.93x</b>	<b>0.74x</b>	<b>0.74x</b>	<b>0.82x</b>
Maximum	4.00x	4.00x	4.00x	4.00x	4.00x	4.00x	4.00x	4.00x
Total Debt Incl. HoldCo Note	\$334,000	\$334,000	\$398,000	\$523,000	\$615,000	\$615,000	\$615,000	\$587,581
Total Leverage Ratio Incl. HoldCo Note	6.93x	6.93x	4.37x	4.59x	4.10x	3.24x	3.24x	3.43x



All information herein is confidential  
and for discussion purposes only

## MDC BUDGET VARIANCE REPORT

	31			91.25			365			365		
	Monthly Results		31	QTD Results		91.25	YTD Results		365	YTD Results		365
	Month Budget	Month Actual	Dec Variance	QTD Budget	QTD Actual	QTD Variance	YTD Budget	YTD Actual	YTD Variance	YTD Budget	YTD Actual	YTD Variance
<b>Realized Prices</b>												
Oil (\$/Bbl)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Gas (\$/Mcf)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
NGL (\$/Bbl)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Realized (\$/Boe)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>Production Volumes</b>												
Oil (Bbl)	-	-	-	-	-	-	-	-	-	-	-	-
Gas (Mcf)	-	-	-	-	-	-	-	-	-	-	-	-
NGL (Bbl)	-	-	-	-	-	-	-	-	-	-	-	-
Boe/d	-	-	-	-	-	-	-	-	-	-	-	-
<b>Revenues and Expenses</b>												
Revenues - Oil	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues - Gas	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues - NGL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Net Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Realized Hedging & Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOE - Normal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOE - Workovers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exploratory Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Production Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G&A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EBITDA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EBITDAX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



All information herein is confidential  
and for discussion purposes only

## MDC BUDGET VARIANCE REPORT

### Capital Expenditures

#### Consolidated Net Cash Flow

All Cash Receipts  
 (-) LOE  
 (-) Cash Interest / Standby Fees  
 (-) G&A Expense  
 (-) APOD Capital Expenditures  
 (-) Taxes  
 (-) G&P/Marketing/Transport/Compression  
 (-) Transaction Costs  
 (=) Consolidated Net Cash Flow

	\$ -	\$ -	\$ -		\$ -			\$ -	
--	------	------	------	--	------	--	--	------	--

#### Summary Balance Sheet

Beginning Unrestricted Cash Balance  
 Change in Unrestricted Cash  
 Ending Unrestricted Cash Balance

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
------	------	------	------	------	------	------	------	------

Ending Debt  
 Ending Debt / EBITDAX

#### Per Unit

Revenue / Boe	#DIV/0!								
LOE / Boe	#DIV/0!								
G&A / Boe	#DIV/0!								
EBITDAX / Boe	#DIV/0!								



All information herein is confidential  
and for discussion purposes only

## APPENDIX



All information herein is confidential  
and for discussion purposes only

**MDC ENERGY LLC**

Schedule 5.13 APOD - Plan vs. Actual

## APOD PLAN VS ACTUAL

Well Name	Planned			Actual			Comments
	Spud Date	Completion Date	Targeted Zone	Spud Date	Completion Date	Targeted Zone	
Eastex 6 #1H	2/14/18	4/12/18	Wolfcamp A				Commentary on delays, advancement/high grade, company asks related to changes (landing, lat. Length, well swaps, etc.)
Imperial Eagle 24 #1H	3/19/18	6/10/18	Wolfcamp A				
California Chrome 27 #1H	5/11/18	6/19/18	Wolfcamp A				
Gallant Fox 9 #1H	6/12/18	7/12/18	Wolfcamp A				
Runaway Ghost 23 #1HM	7/20/18	9/10/18	Wolfcamp A				
Delightful Dasher 11-2 #2HM	7/22/18	9/12/18	Wolfcamp B				
Omaha 11-2 #2HM	6/10/18	9/12/18	Wolfcamp A				
Omaha 11-3 #3H	7/1/18	9/12/18	Wolfcamp A				
Rocket Wrangler 11 #1H	4/11/18	9/20/18	Wolfcamp A				
A Classic Dash 18 #1HM	8/10/18	10/16/18	Wolfcamp A				
Special Effort 18 #1H (aka Yucca #7H)	8/25/18	10/16/18	Wolfcamp A				
Sir Barton 24 #1H	9/10/18	11/8/18	Wolfcamp A				
Smarty Jones 26 #5H	7/1/18	11/8/18	Wolfcamp A				
Smarty Jones 26 #6H	7/20/18	11/8/18	Bnsg				
Smarty Jones 26 #7H	8/1/18	11/8/18	Wolfcamp A				
Whirlaway 24 #4HM	9/26/18	11/8/18	Wolfcamp A				
State California Chrome 27 #3H	8/14/18	11/27/18	Wolfcamp A				
California Chrome 27 #4H	9/4/18	11/29/18	Wolfcamp A				



All information herein is confidential  
and for discussion purposes only

MDC ENERGY LLC

Schedule 5.13 APOD - Plan vs. Actual

## APOD PLAN VS ACTUAL

Well Name	Planned			Actual			Comments
	Spud Date	Completion Date	Targeted Zone	Spud Date	Completion Date	Targeted Zone	
California Chrome 27 #5H	9/24/18	11/29/18	Wolfcamp A				
California Chrome 27 #6H	10/14/18	11/29/18	Wolfcamp A				
State California Chrome 27 #7H	8/10/18	12/1/18	Wolfcamp A				
State California Chrome 27 #8H	8/30/18	12/1/18	Wolfcamp A				
State California Chrome 27 #9H	9/14/18	12/1/18	Wolfcamp A				
Pickpocket 21 #2H	8/10/18	12/3/18	Wolfcamp A				
Pickpocket 21 #3H	8/20/18	12/3/18	Wolfcamp A				
Pickpocket 21 #4H	9/10/18	12/3/18	Wolfcamp B				
American Pharaoh #2H	11/9/18	12/11/18	Wolfcamp A				
Seattle Slew 17 #1H	12/2/18	12/26/18	Wolfcamp A				
Copperhead 23 #2H	11/20/18	1/5/19	Wolfcamp A				
Copperhead 23 #4H	11/1/18	1/5/19	Wolfcamp A				
Coopers Dream #2H	11/10/18	1/15/19	Wolfcamp A				
Coopers Dream #3H	11/30/18	1/15/19	Wolfcamp A				
Coopers Dream #4H	12/20/18	1/15/19	Wolfcamp A				
Repent 23 #1H	11/1/18	1/15/19	Wolfcamp A				
Runaway Ghost 23 #2H	11/20/18	1/15/19	Wolfcamp A				
Affirmed 6 #3H	12/20/18	2/15/19	Wolfcamp A				



All information herein is confidential  
and for discussion purposes only

**MDC ENERGY LLC**

Schedule 5.13 APOD - Plan vs. Actual

## APOD PLAN VS ACTUAL

Well Name	Planned			Actual			Comments
	Spud Date	Completion Date	Targeted Zone	Spud Date	Completion Date	Targeted Zone	
Affirmed 6 #5H	1/10/19	2/15/19	Wolfcamp A				
Affirmed 6 #7H	2/1/19	2/15/19	Wolfcamp B				
California Chrome 27 #10H	2/16/19	3/5/19	Wolfcamp B				
California Chrome 27 #12H	3/3/19	3/5/19	Tbsg				
California Chrome 27 #2H	2/1/19	3/5/19	Wolfcamp B				
Toyah B #2H	12/20/18	3/5/19	Wolfcamp A				
Toyah B 21-22 #2H	2/15/19	3/5/19	Wolfcamp A				
War Admiral 24 #4H	11/8/18	3/15/19	Wolfcamp B				
War Admiral 24 #5H	11/28/18	3/15/19	Tbsg				
War Admiral 24 #6H	12/23/18	3/15/19	Wolfcamp B				
Imperial Eagle 24 #2H	2/10/19	3/21/19	Wolfcamp B				
War Admiral 24 #2H	1/1/19	3/21/19	Wolfcamp A				
War Admiral 24 #3H	1/21/19	3/21/19	Wolfcamp A				
Whirlaway 24 #2H	3/18/19	4/15/19	Wolfcamp A				
Whirlaway 24 #3H	4/7/19	4/15/19	Wolfcamp B				
Imperial Eagle 24 #3H	1/10/19	4/25/19	Wolfcamp A				
Imperial Eagle 24 #4H	2/19/19	4/25/19	Tbsg				
Imperial Eagle 24 #5H	3/2/19	4/25/19	Wolfcamp B				



All information herein is confidential  
and for discussion purposes only

MDC ENERGY LLC

Schedule 5.13 APOD - Plan vs. Actual

## APOD PLAN VS ACTUAL

Well Name	Planned			Actual			Comments
	Spud Date	Completion Date	Targeted Zone	Spud Date	Completion Date	Targeted Zone	
Imperial Eagle 24 #6H	3/22/19	4/25/19	Wolfcamp B				
Whirlaway 24 #1H	1/30/19	4/25/19	Tbsg				
Count Fleet 11 #5H	3/7/19	5/15/19	Wolfcamp B				
Count Fleet 11 #6H	3/27/19	5/15/19	Wolfcamp A				
Delightful Dasher 11-3 #3H	4/27/19	5/27/19	Wolfcamp B				
Delightful Dasher 11-4 #4H	5/17/19	5/27/19	Tbsg				
Omaha 11-4 #4H	5/15/19	5/27/19	Wolfcamp B				
Omaha 11-5 #5H	4/16/19	5/27/19	Wolfcamp B				
Omaha 11-6 #6H	5/6/19	5/27/19	Wolfcamp B				
Count Fleet 11 #1H	4/11/19	6/3/19	Tbsg				
Count Fleet 11 #3H	4/26/19	6/3/19	Wolfcamp B				
Count Fleet 11 #4H	5/11/19	6/3/19	Wolfcamp B				
Rocket Wrangler 11 #2H	3/16/19	6/25/19	Wolfcamp B				
Rocket Wrangler 11 #3H	4/5/19	6/25/19	Wolfcamp A				
Rocket Wrangler 11 #4H	4/25/19	6/25/19	Wolfcamp B				
Copperhead 23 #5H	5/26/19	7/5/19	Wolfcamp B				
Copperhead 23 #6H	6/15/19	7/5/19	Wolfcamp B				
Runaway Ghost 23 #3H	6/6/19	7/5/19	Wolfcamp B				



All information herein is confidential  
and for discussion purposes only

MDC ENERGY LLC

Schedule 5.13 APOD - Plan vs. Actual

## APOD PLAN VS ACTUAL

Well Name	Planned			Actual			Comments
	Spud Date	Completion Date	Targeted Zone	Spud Date	Completion Date	Targeted Zone	
Runaway Ghost 23 #4H	6/26/19	7/5/19	Wolfcamp B				
Alysheba #1H	6/9/19	8/5/19	Wolfcamp B				
Alysheba #2H	6/29/19	8/5/19	Wolfcamp B				
Coopers Dream #1H	5/31/19	8/5/19	Wolfcamp B				
Coopers Dream #5H	6/20/19	8/5/19	Tbsg				
Coopers Dream #6H	7/10/19	8/5/19	Wolfcamp B				
Special Effort 18 #2H	7/5/19	8/20/19	Wolfcamp B				
Special Effort 18 #3H	7/25/19	8/20/19	Wolfcamp B				
A Classic Dash 18 #2H	7/16/19	9/5/19	Wolfcamp B				
A Classic Dash 18 #3H	8/5/19	9/5/19	Wolfcamp B				
Smarty Jones 26 #2H	7/9/19	10/10/19	Tbsg				
Smarty Jones 26 #3H	7/29/19	10/10/19	Wolfcamp A				
Smarty Jones 26 #4H	8/18/19	10/10/19	Wolfcamp B				
Easy Jet 18 #1H	7/30/19	10/5/19	Wolfcamp B				
Easy Jet 18 #2H	8/19/19	10/5/19	Wolfcamp B				
Easy Jet 18 #3H	8/14/19	10/5/19	Wolfcamp B				



All information herein is confidential  
and for discussion purposes only

## APOD PLAN VS ACTUAL

RIG	1st Quarter				
	January	February	March		
<b>Big E 5</b> <b>90 day contract</b>		California Chrome 27 2H	California Chrome 27 10H	California Chrome 27 12H	Rocket Wr...
<b>Nabors 895</b> <b>3 well ext. 1/2/19</b>	Repent 23 1H	Whirlaway 24 2H	Whirlaway 24 3H	Delightful Dasher 11 4H	PAC
<b>Patterson 365</b> <b>Expires 6/10/19</b>	Affirmed 6 3H	Affirmed 6 5H	Affirmed 6 7H	Toyah B 22-21 2H	Imperial Eagle 24 5H
<b>Patterson 243</b> <b>Expires 2/23/19</b>	3 Well Pad		PAD 5		Imperial Ea... SHIELD
<b>Big E 6</b> <b>90 day contract</b>	War Admiral 4H	War Admiral 5H	War Admiral 6H	rig release	
	PAD 1		PAD 2		Count Fleet 11 4H
	War Admrial 24 2H	War Admrial 24 3H	Imperial Eagle 24 2H		



All information herein is confidential  
and for discussion purposes only

## APOD PLAN VS ACTUAL

RIG	2nd Quarter					
	March	April	May	June		
<b>Big E 5</b> <b>90 day contract</b>	California Chrome 27 12H	Rocket Wrangler 11 2H	Rocket Wrangler 11 3H	Rocket Wrangler 11 4H	Omaha 11 4H	Copperhead 23 6H
<b>Nabors 895</b> <b>3 well ext. 1/2/19</b>	ay 24 3H	Delightful Dasher 11 4H	Delightful Dasher 11 3H	Imperial Eagle 24 3H	Whirlaway 24 1H	Imperial Eagle 24 4H
<b>Patterson 365</b> <b>Expires 6/10/19</b>	Imperial Eagle 24 5H	Imperial Eagle 24 6H	Omaha 11 5H	Omaha 11 6H	Coopers Dream 23 1H	Coopers Dream 23 5H
<b>Patterson 243</b> <b>Expires 2/23/19</b>	se					
<b>Big E 6</b> <b>90 day contract</b>	Imperial Eagle 24 2H	Count Fleet 11 4H	Count Fleet 11 1H	Count Fleet 11 3H	Count Fleet 11 5H	Count Fleet 11 6H



All information herein is confidential  
and for discussion purposes only

## APOD PLAN VS ACTUAL

RIG	3rd Quarter				
	June	July	August		
<b>Big E 5</b> <b>90 day contract</b>	11 4H	Copperhead 23 6H	Copperhead 23 5H	Justify 26 3H	Sir Barton 26 2H
<b>Nabors 895</b> <b>3 well ext. 1/2/19</b>	Imperial Eagle 24 4H	Special Effort 18 2H	Special Effort 18 3H	Easy Jet 18 3H	Easy Je
<b>Patterson 365</b> <b>Expires 6/10/19</b>	ream 23 1H	Coopers Dream 23 5H	Coopers Dream 23 6H	Alysheba 18 1H	Alysheba 18 2H
<b>Patterson 243</b> <b>Expires 2/23/19</b>	PAD 1			PAD 1	
<b>Big E 6</b> <b>90 day contract</b>	heet 11 6H	Runaway Ghost 23 3H	Runaway Ghost 23 4H	A Classic Dash 18 2H	A Classic Dash 18 3H
	PAD 3			PAD 2	